January 24, 2006

RE: RFP DGS-2053, ADDENDUM #21

TO ALL INTERESTED BIDDERS:

This addendum makes changes or corrections to the following RFP Sections:

SECTION 4

Table of Contents. Page i. Updated to accommodate changes to section 4.5.2.

4.5.2, page 10-10-a. Revised to incorporate the concept of a Limited Duration IPR.

SECTION 11

Appendix B-1, TOC, pages iv-v. Modified to accommodate changes to Exhibit A-5.

Appendix B-1, Exhibit A-5, pages 64-66-a. Rewrite of Exhibit A-5 to conform to IPR language from above revision to Section 4.5.2.

Appendix B-2, TOC, page v. Modified to accommodate changes to Exhibit A-5.

Appendix B-2, Exhibit A-5, pages 65-67-a. Rewrite of Exhibit A-5 to conform to IPR language from above revision to Section 4.5.2.

Appendix B-3, TOC, pages iv-v. Modified to accommodate changes to Exhibit A-5.

Appendix B-3, Exhibit A-5, pages 65-67-a. Rewrite of Exhibit A-5 to conform to IPR language from above revision to Section 4.5.2.

Appendix B-4, TOC, page v. Modified to accommodate changes to Exhibit A-5.

Appendix B-4, Exhibit A-5, pages 65-67-a. Rewrite of Exhibit A-5 to conform to IPR language from above revision to Section 4.5.2.

GENERAL NOTE

CALNET II RFP PAGE i ADDENDUM #21 01/24/06



All of the references above are summaries. Please read the entire text of each change. Changes are indicated by a horizontal or vertical line in the right margin of each page. A horizontal line indicates that text has been removed. A vertical line means text has been added or text has been changed. Please replace the RFP pages with the pages included in this addendum.

Please send any questions to me via e-mail.

Sincerely,

Steven Casarez
DGS, Procurement Division
Technology Acquisitions Section
P.O. Box 989054
West Sacramento, CA 95798-9054
(916) 375-4481
email: steve.casarez@dgs.ca.gov

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4.5.2 Individual Pricing Scenarios

In addition to the statewide pricing provisions set forth above and consistent with State policy (Management Memo 04-08 or its updated versions), Appendix B, Model Contract Language, Section 57, and Section 70, Contractor may offer:

- Individual Case Basis Pricing (ICB) see Appendix B, Model Contract Language, Section 71 for a discussion of ICB pricing and provisions.
- Individual Price Reductions (IPR) see Appendix B, Model Contract Language, Section 72, and RFP Sections 4.5.2.1, 4.5.2.2, and 4.5.2.3 for a discussion of IPR pricing and provisions.

4.5.2.1 General IPR Provisions

The following provisions apply to all IPRs:

- 1. Contractor may enter into price negotiations with Agencies. These price negotiations allow Contractor to reduce prices: a) on one or more Services; b) for one or more Customers at a time; and/or c) by geographic area or location(s).
- 2. IPRs shall be for reduced Service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
- 3. DTS/ONS has final approval or disapproval authority for all IPRs. An IPR shall not be implemented until approved in writing by DTS/ONS. An IPR becomes effective on the date that it is approved by DTS/ONS, unless otherwise noted in the IPR Notification (IPRN) document.
- 4. Within ten (10) business days of an Agency's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the DTS/ONS for written approval.
- 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as per RFP Section 5.5.2 and Appendix B, Model Contract Language, Section 60.
- 6. Once an IPRN is approved by DTS/ONS, Contractor shall not cancel, or increase pricing for, any Service listed in the IPRN.
- 7. The Contractor shall post the IPR Service rate(s) on a DTS/ONS designated website within ten (10) business days of the IPRN's approval. DTS/ONS shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
- 8. All IPRs shall be subject to examination and audit pursuant to Appendix B, Model Contract Language, Section 33.

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9. The IPRN and information regarding the approved IPR Service rate(s) shall be subject to the California Public Records Act.

10. Implementation of an approved IPR does not require reduction of statewide rate(s) for Service(s) subject to the IPR, pursuant to Appendix B, Model Contract Language, Section 70. However, if statewide rate(s) are reduced below the IPR rate(s) for such Service(s), the reduced statewide rate(s) shall automatically apply to the IPR.

4.5.2.2 Contract Duration IPRs

The following provisions apply to Contract Duration IPRs:

- 1. The Contractor shall be allowed to reduce one or more statewide Service prices for an Agency for the duration of the Contract. Refer to Appendix B, Model Contract Language, Section 72.
- 2. Customer may cancel any or all Services subject to the Contract Duration IPR without penalty.
- 3. The Contract Duration IPR Service rate(s) shall continue in effect from the date of IPRN approval by DTS/ONS through the remainder of the term of the Contract unless terminated earlier by Customer or DTS/ONS in accordance with the terms and conditions of the Contract, or if RFP Section 4.5.2.1 (10) applies.

4.5.2.3 Limited Duration IPRs

Limited Duration IPRs are only available for Module 1 and Module 2 Services. The following provisions apply to Limited Duration IPRs:

- 1. When a Customer or the State receives a formal written offer from an entity other than the Contractor for service(s) at rate(s) below that of CALNET II for a limited duration, the Contractor will be offered the opportunity to respond with an offer of a Limited Duration IPR with rate reduction(s) for such Service(s).
- 2. The term of a Limited Duration IPR shall not exceed two years, and in all cases shall not exceed the Term of the Contract.
- 3. If the Contractor does not provide a proposal within fifteen (15) business days or within a time period determined by DTS/ONS and the Customer, or if DTS/ONS does not approve the Contractor's proposal, an exemption from use of the Contract for the specified Service(s) may be immediately granted if a) the Customer is a non-exempt State agency, and b) the Service(s) offered by the outside vendor are determined by the State to be essentially comparable to corresponding Service(s) (considering factors such as Service Level Agreements, reliability, etc.). All State Customers (exempt and non-exempt) are required to follow State procurement processes to acquire services outside the Contract.

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^{*} STD Form 65 is only provided as separate Adobe PDF file.

EXHIBIT A-5

INDIVIDUAL PRICE REDUCTION (IPR) NOTIFICATION

The State of California ("State") and("Contractor, Module") have entered into a Contract for Service(s) dated("Contract"). All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.			
This Individual Price Reduction Notification (IPRN) document provides notice to DTS/ONS of the Service(s), location(s) and IPR Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by DTS/ONS, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see RFP Section 4.5.2 and Sections 60 and 72 of the referenced Contract) and herein below:			
desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Module at the location(s) and reduced rate(s) set forth below:			
Description of Contract Service(s):			
IPR Service rate(s):			
Location(s) (service address(es)) where reduced rate(s) apply:			
Requested effective date of rate reduction(s):			
Expiration date (Limited Duration IPR only):			
Termination liability, if any (Limited Duration IPR only)			
Use additional pages as necessary and attach to the IPRN document.			

Set forth below are Contract provisions that apply to the IPR process:

General IPR Provisions

The following provisions apply to all IPRs:

1. Contractor may enter into price negotiations with Agencies. These price negotiations allow Contractor to reduce prices: a) on one or more Services; b) for one or more Customers at a time; and/or c) by geographic area or location(s).

- 2. IPRs shall be for reduced Service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
- 3. DTS/ONS has final approval or disapproval authority for all IPRs. An IPR shall not be implemented until approved in writing by DTS/ONS. An IPR becomes effective on the date that it is approved by DTS/ONS, unless otherwise noted in the IPR Notification (IPRN) document.
- 4. Within ten (10) business days of an Agency's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the DTS/ONS for written approval.
- 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as per RFP Section 5.5.2 and Appendix B, Model Contract Language, Section 60.
- 6. Once an IPRN is approved by DTS/ONS, Contractor shall not cancel, or increase pricing for, any Service listed in the IPRN.
- 7. The Contractor shall post the IPR Service rate(s) on a DTS/ONS designated website within ten (10) business days of the IPRN's approval. DTS/ONS shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
- 8. All IPRs shall be subject to examination and audit pursuant to Appendix B, Model Contract Language, Section 33.
- 9. The IPRN and information regarding the approved IPR Service rate(s) shall be subject to the California Public Records Act.
- 10. Implementation of an approved IPR does not require reduction of statewide rate(s) for Service(s) subject to the IPR, pursuant to Appendix B, Model Contract Language, Section 70. However, if statewide rate(s) are reduced below the IPR rate(s) for such Service(s), the reduced statewide rate(s) shall automatically apply to the IPR.

Contract Duration IPRs

The following provisions apply to Contract Duration IPRs:

- 1. The Contractor shall be allowed to reduce one or more statewide Service prices for an Agency for the duration of the Contract. Refer to Appendix B, Model Contract Language, Section 72.
- 2. Customer may cancel any or all Services subject to the Contract Duration IPR without penalty.
- 3. The Contract Duration IPR Service rate(s) shall continue in effect from the date of IPRN approval by DTS/ONS through the remainder of the term of the Contract unless terminated earlier by Customer or DTS/ONS in accordance with the terms and conditions of the Contract, or if RFP Section 4.5.2.1 (10) applies.

Limited Duration IPRs

Limited Duration IPRs are only available for Module 1 and Module 2 Services. The following provisions apply to Limited Duration IPRs:

- 1. When a Customer or the State receives a formal written offer from an entity other than the Contractor for service(s) at rate(s) below that of CALNET II for a limited duration, the Contractor will be offered the opportunity to respond with an offer of a Limited Duration IPR with rate reduction(s) for such Service(s).
- 2. The term of a Limited Duration IPR shall not exceed two years, and in all cases shall not exceed the Term of the Contract.
- 3. If the Contractor does not provide a proposal within fifteen (15) business days or within a time period determined by DTS/ONS and the Customer, or if DTS/ONS does not approve the Contractor's proposal, an exemption from use of the Contract for the specified Service(s) may be immediately granted if a) the Customer is a non-exempt State agency, and b) the Service(s) offered by the outside vendor are determined by the State to be essentially comparable to corresponding Service(s) (considering factors such as Service Level Agreements, reliability, etc.). All State Customers (exempt and non-exempt) are required to follow State procurement processes to acquire services outside the Contract.

Additional Instruction:

Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.

Signature page follows.

The undersigned Agency, upon the proposed rate (s) applicable t			eceived, revi	ewed and concurs to
(Contractor, Module)	(Agency	·)	_
By:	By:			
Title:	——— Titl	e:		
Date Signed:	Dat	e Signed:		
Approved Denied	(Check appropriate	e response.)		
Department of Technology Services Office of Network Services	ices,			
By:				
Title:				
Date Signed:				

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^{*} STD Form 65 is only provided as separate Adobe PDF file.

EXHIBIT A-5

INDIVIDUAL PRICE REDUCTION (IPR) NOTIFICATION

The State of California ("State") and("Contractor, Module") h				
a Contract for Service(s) dated("Contract"). All terms and conditions (included)	ding Definitions)			
set forth in the Contract are incorporated herein by reference.				
This Individual Price Reduction Notification (IPRN) document provides notice to D Service(s), location(s) and IPR Service rate(s) offered by Contractor for the listed Age below. The IPR Service rate(s) specified below shall become effective upon approval DTS/ONS, unless otherwise noted in this IPRN document, subject to the conditions Contract (see RFP Section 4.5.2 and Sections 60 and 72 of the referenced Contract) and h	ency as specified of this IPRN by provided in the			
desires to purchase and the Contractor agrees to provide the following Service(s) avail Module at the location(s) and reduced rate(s) set forth below:				
Description of Contract Service(s):				
IPR Service rate(s):				
Location(s) (service address(es)) where reduced rate(s) apply:				
Requested effective date of rate reduction(s):				
Expiration date (Limited Duration IPR only):				
Termination liability, if any (Limited Duration IPR only)				
Use additional pages as necessary and attach to the IPRN document.				

Set forth below are Contract provisions that apply to the IPR process:

General IPR Provisions

The following provisions apply to all IPRs:

1. Contractor may enter into price negotiations with Agencies. These price negotiations allow Contractor to reduce prices: a) on one or more Services; b) for one or more Customers at a time; and/or c) by geographic area or location(s).

- 2. IPRs shall be for reduced Service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
- 3. DTS/ONS has final approval or disapproval authority for all IPRs. An IPR shall not be implemented until approved in writing by DTS/ONS. An IPR becomes effective on the date that it is approved by DTS/ONS, unless otherwise noted in the IPR Notification (IPRN) document.
- 4. Within ten (10) business days of an Agency's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the DTS/ONS for written approval.
- 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as per RFP Section 5.5.2 and Appendix B, Model Contract Language, Section 60.
- Once an IPRN is approved by DTS/ONS, Contractor shall not cancel, or increase pricing for, any 6. Service listed in the IPRN.
- 7. The Contractor shall post the IPR Service rate(s) on a DTS/ONS designated website within ten (10) business days of the IPRN's approval. DTS/ONS shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
- 8. All IPRs shall be subject to examination and audit pursuant to Appendix B, Model Contract Language, Section 33.
- 9. The IPRN and information regarding the approved IPR Service rate(s) shall be subject to the California Public Records Act.
- Implementation of an approved IPR does not require reduction of statewide rate(s) for Service(s) subject to the IPR, pursuant to Appendix B, Model Contract Language, Section 70. However, if statewide rate(s) are reduced below the IPR rate(s) for such Service(s), the reduced statewide rate(s) shall automatically apply to the IPR.

Contract Duration IPRs

The following provisions apply to Contract Duration IPRs:

- 1. The Contractor shall be allowed to reduce one or more statewide Service prices for an Agency for the duration of the Contract. Refer to Appendix B, Model Contract Language, Section 72.
- 2. Customer may cancel any or all Services subject to the Contract Duration IPR without penalty.
- 3. The Contract Duration IPR Service rate(s) shall continue in effect from the date of IPRN approval by DTS/ONS through the remainder of the term of the Contract unless terminated earlier by Customer or DTS/ONS in accordance with the terms and conditions of the Contract, or if RFP Section 4.5.2.1 (10) applies.

Limited Duration IPRs

Limited Duration IPRs are only available for Module 1 and Module 2 Services. The following provisions apply to Limited Duration IPRs:

- 1. When a Customer or the State receives a formal written offer from an entity other than the Contractor for service(s) at rate(s) below that of CALNET II for a limited duration, the Contractor will be offered the opportunity to respond with an offer of a Limited Duration IPR with rate reduction(s) for such Service(s).
- 2. The term of a Limited Duration IPR shall not exceed two years, and in all cases shall not exceed the Term of the Contract.
- 3. If the Contractor does not provide a proposal within fifteen (15) business days or within a time period determined by DTS/ONS and the Customer, or if DTS/ONS does not approve the Contractor's proposal, an exemption from use of the Contract for the specified Service(s) may be immediately granted if a) the Customer is a non-exempt State agency, and b) the Service(s) offered by the outside vendor are determined by the State to be essentially comparable to corresponding Service(s) (considering factors such as Service Level Agreements, reliability, etc.). All State Customers (exempt and non-exempt) are required to follow State procurement processes to acquire services outside the Contract.

Additional Instruction:

Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.

Signature page follows.

	signed Agency, upon execution of this rate (s) applicable to the Service(s) des			iewed and concurs to the
(0	Contractor, Module)		(Agency)	
Ву:		Ву:		
Title:		Title:		
Date Signe	ed:	Date Signed:		
Appro	oved Denied (Check appro	priate response.)		
	nt of Technology Services, Network Services			
Ву:				
Title:				
Date Signe	ed:			

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^{*} STD Form 65 is only provided as separate Adobe PDF file.

EXHIBIT A-5

INDIVIDUAL PRICE REDUCTION (IPR) NOTIFICATION

The State of California ("State") and("Contractor, Module") have entered into a Contract for Service(s) dated("Contract"). All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.
This Individual Price Reduction Notification (IPRN) document provides notice to DTS/ONS of the Service(s), location(s) and IPR Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by DTS/ONS, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see RFP Section 4.5.2 and Sections 60 and 72 of the referenced Contract) and herein below:
("Agency") desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Module at the location(s) and reduced rate(s) set forth below:
Description of Contract Service(s):
IPR Service rate(s):
Location(s) (service address(es)) where reduced rate(s) apply:
Requested effective date of rate reduction(s):
Use additional pages as necessary and attach to the IPRN document.

Set forth below are Contract provisions that apply to the IPR process:

General IPR Provisions

The following provisions apply to all IPRs:

1. Contractor may enter into price negotiations with Agencies. These price negotiations allow Contractor to reduce prices: a) on one or more Services; b) for one or more Customers at a time; and/or c) by geographic area or location(s).

- 2. IPRs shall be for reduced Service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
- 3. DTS/ONS has final approval or disapproval authority for all IPRs. An IPR shall not be implemented until approved in writing by DTS/ONS. An IPR becomes effective on the date that it is approved by DTS/ONS, unless otherwise noted in the IPR Notification (IPRN) document.
- 4. Within ten (10) business days of an Agency's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the DTS/ONS for written approval.
- 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as per RFP Section 5.5.2 and Appendix B, Model Contract Language, Section 60.
- 6. Once an IPRN is approved by DTS/ONS, Contractor shall not cancel, or increase pricing for, any Service listed in the IPRN.
- 7. The Contractor shall post the IPR Service rate(s) on a DTS/ONS designated website within ten (10) business days of the IPRN's approval. DTS/ONS shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
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Contract Duration IPRs

The following provisions apply to Contract Duration IPRs:

- 1. The Contractor shall be allowed to reduce one or more statewide Service prices for an Agency for the duration of the Contract. Refer to Appendix B, Model Contract Language, Section 72.
- 2. Customer may cancel any or all Services subject to the Contract Duration IPR without penalty.
- 3. The Contract Duration IPR Service rate(s) shall continue in effect from the date of IPRN approval by DTS/ONS through the remainder of the term of the Contract unless terminated earlier by Customer or DTS/ONS in accordance with the terms and conditions of the Contract, or if RFP Section 4.5.2.1 (10) applies.

Additional Instruction:

Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.

Signature page follows.

The undersigned Agency, upon execution of this the proposed rate (s) applicable to the Service(s)	s IPRN, certifies that it has received, reviewed and concurs to described herein above.
(Contractor, Module)	(Agency)
By:	By:
Title:	Title:
Date Signed:	Date Signed:
Approved Denied (Check appropriate of the content o	priate response.)
Department of Technology Services, Office of Network Services	
Ву:	
Title:	
Date Signed:	

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^{*} STD Form 65 is only provided as separate Adobe PDF file.

EXHIBIT A-5

INDIVIDUAL PRICE REDUCTION (IPR) NOTIFICATION

The State of California ("State") and("Contractor, Module") have entered into a Contract for Service(s) dated("Contract"). All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.
This Individual Price Reduction Notification (IPRN) document provides notice to DTS/ONS of the Service(s), location(s) and IPR Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by DTS/ONS, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see RFP Section 4.5.2 and Sections 60 and 72 of the referenced Contract) and herein below:
("Agency") desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Module at the location(s) and reduced rate(s) set forth below:
Description of Contract Service(s):
IPR Service rate(s):
Location(s) (service address(es)) where reduced rate(s) apply:
Requested effective date of rate reduction(s):
Use additional pages as necessary and attach to the IPRN document.

Set forth below are Contract provisions that apply to the IPR process:

General IPR Provisions

The following provisions apply to all IPRs:

1. Contractor may enter into price negotiations with Agencies. These price negotiations allow Contractor to reduce prices: a) on one or more Services; b) for one or more Customers at a time; and/or c) by geographic area or location(s).

- 2. IPRs shall be for reduced Service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
- 3. DTS/ONS has final approval or disapproval authority for all IPRs. An IPR shall not be implemented until approved in writing by DTS/ONS. An IPR becomes effective on the date that it is approved by DTS/ONS, unless otherwise noted in the IPR Notification (IPRN) document.
- 4. Within ten (10) business days of an Agency's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the DTS/ONS for written approval.
- 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as per RFP Section 5.5.2 and Appendix B, Model Contract Language, Section 60.
- 6. Once an IPRN is approved by DTS/ONS, Contractor shall not cancel, or increase pricing for, any Service listed in the IPRN.
- 7. The Contractor shall post the IPR Service rate(s) on a DTS/ONS designated website within ten (10) business days of the IPRN's approval. DTS/ONS shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
- 8. All IPRs shall be subject to examination and audit pursuant to Appendix B, Model Contract Language, Section 33.
- 9. The IPRN and information regarding the approved IPR Service rate(s) shall be subject to the California Public Records Act.
- 10. Implementation of an approved IPR does not require reduction of statewide rate(s) for Service(s) subject to the IPR, pursuant to Appendix B, Model Contract Language, Section 70. However, if statewide rate(s) are reduced below the IPR rate(s) for such Service(s), the reduced statewide rate(s) shall automatically apply to the IPR.

Contract Duration IPRs

The following provisions apply to Contract Duration IPRs:

- 1. The Contractor shall be allowed to reduce one or more statewide Service prices for an Agency for the duration of the Contract. Refer to Appendix B, Model Contract Language, Section 72.
- 2. Customer may cancel any or all Services subject to the Contract Duration IPR without penalty.
- 3. The Contract Duration IPR Service rate(s) shall continue in effect from the date of IPRN approval by DTS/ONS through the remainder of the term of the Contract unless terminated earlier by Customer or DTS/ONS in accordance with the terms and conditions of the Contract, or if RFP Section 4.5.2.1 (10) applies.

Additional Instruction:

Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.

Signature page follows.

The undersigned Agency, upon execution of the proposed rate (s) applicable to the Service			viewed and concurs to
(Contractor, Module)		Agency)	
By:	Ву:		
Title:	Title:		
Date Signed:	Date Signed:		
Approved Denied (Check ap	propriate response.)		
Department of Technology Services, Office of Network Services			
By:			
Title:			
Date Signed:			